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New Providence Borough

IRT, Local 866 INDEX

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AGREEMENT is entered into this 1st day of January 1989 between LOCAL UNION NO. 866, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "UNION" and the Borough of New Providence, hereinafter referred to as the "BOROUGH".

The effective date of this Agreement is January 1, 1989.

The Borough and the Union agree as follows:

#### ARTICLE I RECOGNITION

The BOROUGH recognizes the LOCAL UNION NO. 866, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the sole and exclusive bargaining agency for all persons employed in each job classification, shown on Schedule "A", covered by this AGREEMENT in all matters pertaining to rates of pay, wages (Salaries), hours of work, benefits, and other terms and conditions of employment.

Excluded are all professional, office clerical, supervisory, watchmen, guards, summer seasonal employees and other employees excluded by law.

#### ARTICLE II SUPERVISORY AND OTHER EXCLUDED PERSONNEL

At no time will any excluded employee or employee with supervisory authority be permitted to perform any work covered by this Agreement except for the purpose of instruction, training and/or in the absence of qualified people. This provision shall not be used to deprive employees the opportunity to earn wages.

### ARTICLE III DUES CHECK-OFF

The Borough agrees that it will, on the first payroll in each month deduct the Union dues from the pay of each employee certified by the Union as a dues paying member, and transmit the same with a list of such employees to the Secretary-Treasurer of the Local Union 866 within (10) working days after the dues are deducted.

After an employee has completed the probationary period of this Agreement the Borough agrees to deduct the initiation fee in four (4) consecutive weekly payments and to transmit the same as above set forth.

The Union agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.

The Union will furnish the Borough a written statement of the dues and initiation fees to be deducted.

The Union agrees that it will indemnify and hold harmless the Employer against any actions, claims, loss or expenses in any manner resulting from action taken by the Employee at the request of the Union under this Article.

### ARTICLE IV AGENCY SHOP

Pursuant to the provisions of the "New Jersey Employer-Employee Relations Act" as amended, all employees in this negotiating unit who are not now or who subsequently elect not to be members of the Union or who hereafter may be employed and who, after ninety days of employment, choose not to become

members of the Union shall have deducted from their pay on a monthly basis a representation fee of 85% of the dues charged by the Union to its members.

Such deduction shall be made on the same basis and for the same period as are made for members and all such deductions shall be paid over by the Borough to the Union at the same time and on the same basis as such payments is made to the Union for member's deductions.

#### ARTICLE V PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of ninety (90) calendar days. During this probationary period the Borough reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the Grievance and Arbitration provisions of this Agreement.

The probationary period may be extended for two (2) forty five (45) day periods if mutually agreed to in writing by the Borough and the Union.

#### ARTICLE VI SENIORITY

Seniority shall mean a total of all periods of employment within classifications covered by this Agreement.

An employee shall lose seniority rights only for any one of the following reasons:

- (A) Voluntary Resignation
- (B) Discharge for just cause

(C) Failure to return to work within the prescribed period upon recall as provided in the Lay-Off and Recall provisions of this Agreement.

(D) Continuous lay-off beyond recall period for reemployment outlined elsewhere in this Agreement.

(E) Failure to report to work for three (3) consecutive working days without notifying the proper supervisor.

## ARTICLE VII PROMOTIONS AND DEMOTIONS

### Section 1.

The Borough agrees to fill all job vacancies within the bargaining unit from members of the bargaining unit before hiring new employees.

### Section 2.

The Borough shall post all vacancies within the bargaining unit. The Borough shall post a notice stating the name of the job classification, location of assignment and the requirements. In addition, the notice shall invite bids from the employees. This notice shall remain posted on all bulletin boards for eight (8) working days. The successful qualified bidder shall be placed within the job classification within sixty (60) calendar days after posting.

### Section 3.

A. Employees have the right to bid laterally within the bargaining unit. Lateral transfers shall be awarded to the most senior qualified employee who bids for the Job.

B. The successful bidder shall receive a trial period without change in compensation, of thirty (30) working days on the new assignment.

C. Such employee shall be compensated retroactively at the rate of pay of the new classification upon satisfactorily completing the trial period.

D. The Union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements of the new assignment within the trial period such employee shall be returned to the classification formerly held and shall assume seniority and pay as though the old classification was never left.

#### Section 4.

In the event a surplus exists in a particular classification, the employees with the least amount of classification seniority shall be demoted to the next lower classification. Such demoted employees shall be maintained at the old "HIGH" rate for a period of weeks equal to years of service before being reduced to the rate of pay of the classification demoted to.

#### ARTICLE VIII LAYOFFS AND RECALL

In the event the Borough reduces the work force covered by this Agreement, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority, regardless of classification. The Borough shall have the right to retain those employees with licenses or critical skills regardless of seniority, until any employee with higher seniority qualifies.

2. Notice of such layoffs will be given at least one (1) calendar month before the scheduled layoff.

3. A laid off employee shall have preference for reemployment for a period of two (2) years.

4. The Borough shall rehire laid off employees in the order of greatest employment seniority. Under no circumstances whatsoever shall the Borough hire from the open market while any employees has an unexpired term of preference for reemployment who is ready, willing, and able to be reemployed.

5. Notice of reemployment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

6. Employees must respond within five (5) working days of Date of Letter is postmarked or the employees recall rights will be voided. It is the employee's responsibility to keep the Borough aware of his/her current address.

#### ARTICLE IX RATES OF PAY

Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the table of Job Classification and Rates of Pay in Schedule "B" which is attached hereto and made part of the Agreement.



#### ARTICLE X PAY DAY

A. Employees will be paid all earnings by check each bi-weekly period.

B. Employees will be paid any overtime earned by the fifteenth day of each succeeding month.

C. Employees will be paid during working hours.

D. When pay day falls on a Holiday, then the preceding day will be pay day.

E. Vacation pay will be paid on the day prior to the start of the vacation period, upon the request of the individual employee at least two (2) weeks in advance.

#### ARTICLE XI WORKING AT DIFFERENT RATES

An employee assigned to a job classification with a higher hourly rate of pay shall be paid the higher hourly rate of pay for the entire day in accordance with the following schedule:

A. Employees assigned to a job classification with a higher rate of pay for a period of not less than four (4) hours shall be paid the higher rate of pay for the entire day including overtime.

B. The differential for the higher hourly rate of pay will be paid, to the employee so assigned, by the end of the succeeding month.

#### ARTICLE XII LONGEVITY

Employees are entitled to receive longevity pay for each completed four (4) years employment.

Longevity pay shall be considered as part of base wages for the purpose of computing Holiday Pay, Vacation Pay, Sick Pay, Retirement and Overtime.

Longevity Entitlement is based on each employee's initial date of hire with a maximum of \$2,400.00.

Example:	4 YEARS	2%
	8 YEARS	4%
	12 YEARS	6%
	16 YEARS	8%
	20 YEARS	10%

#### ARTICLE XIII HOURS OF WORK

##### Section 1.

The normal work week for employees in the Department of Public Works will be eight (8) hours of work each day, and forty (40) hours of work each week, Monday thru Friday inclusive. There shall be no split shifts.

The scheduled hours of work are shown below:

7:00 A.M. - 3:30 P.M. (one half hour unpaid lunch period)	Roads, Grounds Maintenance, Waste Water Treatment Plant
6:00 A.M. - 2:30 P.M. (one half hour unpaid lunch period)	Day Time Custodian
2:00 P.M. - 10:30 P.M. (one half hour unpaid lunch period)	Night Time Custodian
8:00 A.M. - 4:30 P.M. (one half hour unpaid lunch period)	Engineering Department

Section 2.

The sweeper schedule will be April 1st to October 15th. The first three (3) weeks the Sweeper Operator will be permanently assigned the 4:00 A.M. to 12:30 P.M. shift. Thereafter, the Sweeper Operator will work every other week on the 4:00 A.M. to 12:30 P.M. shift.

Section 3.

A. The Borough shall allow a paid fifteen (15) minute break in the morning and one in the afternoon.

B. There will be a one-half (1/2) hour unpaid lunch period from Monday thru Friday.

C. the Borough agrees to guarantee each full time employee a minimum of eight (8) hours work or pay in lieu thereof, each day, Monday thru Friday.

Section 4.

A. The Borough agrees to guarantee an employee a minimum of two (2) hours work or pay in lieu thereof at the applicable rate of pay whenever an employee is called to return to work or is called in or required to start work before regular starting time.

B. The Borough agrees to guarantee an employee a minimum four (4) hours of pay whenever such employee is called in to work on either a Saturday, Sunday or a Holiday.

C. The Borough agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

D. The Borough agrees to a shift differential of twenty-five cents (\$.25) per hour for the night time custodian job position.

Section 5.

1. The Borough agrees to allow an unpaid one-half (1/2) hour meal period and to compensate employees with a meal allowance of six dollars (\$6.00) for overtime work on Saturday or Sunday in excess of four (4) consecutive hours. The performance of paper drive work does not entitle an employee to a meal allowance, and does not count towards computing the foregoing period of four hours. Separate and distinct from the meal allowance provision of Article XIV regarding emergency overtime work, the performance of overtime work on Saturday or Sunday (other than paper drive) followed immediately by the performance of emergency overtime work, may be combined for the purpose of computing a period in excess of four hours as set forth above.

Section 6.

The Borough agrees to allow an unpaid one-half (1/2) hour meal period plus a six dollar (\$6.00) meal allowance whenever an employee is required to work ten (10) consecutive hours and an additional one-half (1/2) hour lunch period for each additional four (4) hours of work. Meal periods occurring after ten (10) consecutive hours entitle an employee to a paid lunch period and, thus, a meal allowance of \$6.00.

Section 7.

Meal allowance vouchers or authorizations must be signed by the Department Head before being forwarded to the Borough Administrator for payment.

ARTICLE XIV SNOW REMOVAL

Employees performing emergency work such as Snow Plowing, Sanding, Flood Control, Storm Damage, etc., for more than four (4) consecutive hours outside their normal work day may take a rest period of one (1) hour after each four (4) hours of such work.

The Borough shall compensate the employees with a six dollar (\$6.00) meal allowance for each rest period.

There shall be an additional fifty cents (50) per hour snow removal rate.

ARTICLE XV PREMIUM PAY

The Borough agrees to pay one and one-half (1 1/2) times the straight time hourly rate for the following:

1. All hours spent in the service of the Borough in excess of eight (8) hours in a given day or forty (40) hours in a given week.

2. All hours spent in the service of the Borough prior to the scheduled starting time.

3. All hours spent in the service of the Borough on a Saturday, Sunday and Holiday except as stated below.

Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Borough when called in to work on Christmas Day, New Years Day and Thanksgiving Day.

4. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each job classification, provided the employee is qualified to perform the overtime assignment.

5. It is the employee's responsibility to leave a telephone number where he/she can be contacted.

6. A list shall be posted on the overtime worked and refused by each employee for the purpose of equalizing overtime.

7. There shall be no mandatory stand-by but all available employees shall make every effort to work emergency overtime when requested unless excused by the Borough.

#### ARTICLE XVI HOLIDAYS

The Borough agrees to pay each employee eight (8) hours pay without working for each of the following Holidays:

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Good Friday	Christmas Day

Any Holiday which falls on Saturday shall be celebrated on the preceding Friday.

Any Holiday which falls on Sunday shall be celebrated on the following Monday.

## ARTICLE XVII PERSONAL DAYS OF ABSENCE

Employees will be granted five (5) Personal days of absence with pay in a calendar year.

Any unused personal days may be carried over into the next year and used as vacation not to exceed five (5) days.

Unless the Borough has been notified at least twenty-four hours in advance, the granting of a Personal day is at the discretion of Management.

## ARTICLE XVIII SICK LEAVE SERVICE CREDIT FOR SICK LEAVE

1. All employees shall be entitled to sick leave pay based on their years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of employee's bona fide personal illness, injury, or exposure to contagious disease.

### AMOUNT OF SICK LEAVE

1. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month up to a maximum of ten (10) during the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, to a maximum of one hundred thirty five (135) days.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes, to the stated maximum.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment.

REPORTING OF ABSENCE ON SICK LEAVE

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notices must be made prior to the employee's starting time.

VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for more than three (3) days due to illness, injury, or disability, or who evidences a pattern of illness, shall furnish an appropriate physician's statement to the Borough (upon the Borough's request) including a description of the ailment, its prognosis, and the date of return to work and the ability of the employee to perform his/her normal duties. The Borough reserves the right to send the employee to its own physician.

2. In case of leave of absence due to the exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined by a physician designated by the Borough at the Borough's expense. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.



4. The Union agrees to cooperate with the Borough in reducing absenteeism to as low a rate as possible.

ARTICLE XIX VACATIONS

1. Vacation entitlement shall be based on the employee's anniversary date of employment.

2. Vacation pay shall be based on an employee's forty (40) hours straight time pay.

<u>3. TOTAL EMPLOYMENT SENIORITY</u>	<u>VACATION ENTITLEMENT</u>
One (1) year service	Two (2) weeks
Ten (10) " "	Three (3) weeks
Twenty (20) years service	Four (4) weeks

4. Vacation may be scheduled throughout the calendar year. Employees may schedule one week of vacation in single day periods.

5. Vacation schedules shall be posted by April 15th each year.

6. Preference for selection shall be awarded employees in the order of greatest total employment seniority in the bargaining unit.

7. In the event a Holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay.

8. In the event a death occurs in an employee's immediate family or the employee is disabled during the vacation period the remaining vacation time shall be canceled and rescheduled at the employee's request. The Borough may request proof sustaining death or disability.

9. An employee may request vacation days in either units of a single (1) day or in one-half (1/2) day increments subject to prior approval of the Department Head, provided that a written request is made at least twenty-four (24) hours ahead of the day on which the single (1) day or one-half (1/2) day of vacation is to be taken.

#### ARTICLE XX HEALTH CARE INSURANCE PROGRAM

The Borough shall provide each employee the following Health Care Insurance with dependent coverage:

Comprehensive Hospital Insurance, Comprehensive Surgical Insurance, Diagnostic Insurance, Major Medical and Dental.

For employees only, fifty dollars (\$50.00) per year towards eye exams, lenses, frames or contact lenses with a receipt.

The Borough agrees to pay the full cost for the above described Health Care Insurance Program.

When an employee is terminated, laid off, or recalled to work, the Borough will be required to pay the full amount of coverage for any part of the month for which the employee works.

The Borough reserves the right to change insurance carriers or change insurance coverage, as long as benefits are provided and they are equal to or the same. Such change will require forty five (45) days advance notice to the Union.

The schedule of benefits to which each covered employee is entitled to will be attached to and made part of this Agreement.

The Borough will provide the individual employee with Hospitalization upon retirement (as defined by PERS) up to a cumulative cost to the Borough of \$5,000.00 per employee until Medicaid or Medicare.

#### ARTICLE XXI UNIFORMS

The Borough shall provide and maintain at no cost to the employee the following uniforms:

##### SUMMER

3 prs. pants  
5 T shirts  
1 windbreaker  
3 button down  
short sleeve  
shirts

##### WINTER

3 prs. pants  
3 pullovers (sweat shirt type)  
1 winter coat  
1 winter hat  
3 button down long sleeve shirts

The Borough shall also provide each employee with the following gear in addition to any other protective clothing or equipment necessary to perform his duties.

Safety Glasses, gloves, safety hat, flashlight, rain suit, one (1) pair of safety shoes \$50.00 per pair and a pair of boots.

The Borough shall replace uniforms, protective clothing and other issued equipment on a fair, wear and tear basis.

The uniforms shall be green in color and 100% cotton except winter pants.

#### ARTICLE XXII MILITARY LEAVE

Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the

Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

Upon return from Military Service Leave an employee shall resume all former employment service credits together with such improvements as such employee would have gained had Military Service not been entered, so that in no event will employment service credit status be less than that provided by applicable Government Laws and Regulations.

#### ARTICLE XXIII JURY DUTY

An employee who is called to Jury Duty shall immediately notify the Employer.

An employee shall not be required to report back for work on any day in which court is attended for Jury Duty Service, regardless of the employee's shift.

The Borough agrees to pay the employee eight (8) hours straight time pay for each day on Jury Duty Service.

Employees must furnish their Jury Duty number to the Borough.

#### ARTICLE XXIV SUSPENSION OR REVOCATION OF LICENSE

1. In the event an employee shall suffer a suspension or revocation of his chauffeur's license because of a succession of size and weight penalties, caused by the employee complying with the Borough's instructions to him, the Borough shall provide employment for such employee at not less than his regular earnings at the time of such suspension for the entire

period thereof subject however, to the seniority and lay-off provisions applicable to him at the time of such suspension.

2. The Borough agrees to reimburse the employee for the initial application fee and/or renewal of special licenses (other than basic driver's license) including but not limited to articulated vehicle licenses, which the employee is required by law to have in the proper performance of the duties and responsibilities covered by his job classification.

3. In the event an employee shall fail to renew or suffer a suspension or revocation of his chauffeur's (basic driver's license) license and/or other special license caused by violation of traffic regulations, or other infraction, the employee must make this fact known to the Borough at time of occurrence or within twenty-four (24) hours.

#### ARTICLE XXV SEPARATION OF EMPLOYMENT

Upon discharge the Borough shall immediately pay all moneys including pro-rata vacation pay to the employee.

Upon quitting the Borough shall pay all moneys due to the employee including pro-rata vacation pay on the pay day in the week following such quitting.

#### ARTICLE XXVI SANITARY CONDITIONS

The Borough agrees to maintain a clean, sanitary washroom having hot and cold running water, showers, toilet facilities, and individual lockers.

The Borough agrees to supply clean and heated lunch room in the Borough Hall.

#### ARTICLE XXVII COMPENSATION CLAIMS

The Borough agrees to cooperate toward the prompt settlement of employees on-the-job injury when such claims are due and owing as required by law. The Borough shall provide Workmen's Compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.

In the event that an employee is injured on the job the Borough shall pay such employee guarantee wages, for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of the regular shift or overtime guarantee on that day. An employee who has returned to regular duties after sustaining a compensable injury who is required by the Workmen's Compensation doctor to receive additional medical treatment during regularly scheduled working hours shall receive regular hourly rate of pay for such time.

#### ARTICLE XXVIII JOB STEWARDS

The Borough recognizes the right of the Union to designate job stewards and alternates.

The authority of job stewards and alternates so designated by the union shall be limited to, and shall not exceed, the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

2. The collection of initiation fees when authorized by appropriate local union action;

3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information

A. have been reduced to writing, or

B. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow down, refusal to handle goods, or any other interference with the Borough's business.

4. Job Stewards and alternates have no authority to take strike action, or any other action interrupting the Borough's business, except as authorized by official action of the Union.

5. The Borough recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Borough in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the show steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

6. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Borough, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

## ARTICLE XXIX DISCHARGE OR SUSPENSION

The Borough shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Borough must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the LOCAL UNION office, within one (1) working day from the time of the discharge or suspension.

In respect to discharge or suspension, the Borough must give at least one (1) warning notice of the specific complaint against such employee in writing and a copy of the same to the Union and the Shop Steward. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of the occurrence upon which the complaint and warning notice are based.

Before any employee is discharged, there shall be a written notice to the Union and the reason(s) for the intended discharge and as soon thereafter as it is practicable to do so a conference held between the Union and the Borough for the purpose of reviewing the matter.

A discharged or suspended employee must advise his LOCAL UNION in writing, within five (5) working days after receiving notification of such action against him, to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Borough in writing within ten (10)



days from the date of discharge and/or suspension. The appeal shall be heard beginning with Step 2 of the Grievance and Arbitration provisions of this Agreement.

Should it be proven that an injustice has been done to a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity.

#### ARTICLE XXX UNION BULLETIN BOARD

The Borough agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

#### ARTICLE XXXI NON DISCRIMINATION

The Borough and the Union agree not to discriminate against any individual with the respect to hiring, compensation, and any other terms and conditions of employment because of such individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, national origin or age.

Whenever any words are used in this agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

#### ARTICLE XXXII SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Borough agrees that no work or services of the kind, nature or type covered by presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other person or nonunit employees.

The Borough may subcontract work only if the following conditions are met:

1. There are no employees laid off with unexpired recall rights.
2. No employees will be laid off during the period of the work being subcontracted.
3. The work cannot be done by the existing employees within the time such work is required to be completed.

#### ARTICLE XXXIII SAFETY

1. The Borough and the Union are committed to a safe work place and to the observation of applicable state and federal regulations.

2. Employees shall immediately report to the Employer any unsafe or hazardous conditions, accident or injury.

3. The Borough shall not require an employee to work under conditions which subject him to risk of serious bodily harm in violation of state and federal law.

4. If an employee believes that he is assigned an unsafe job (as set forth above), he shall inform his supervisor. The supervisor shall determine that:

- (a) the work is safe, or
- (b) how the work can be performed safely, or
- (c) the work should be stopped.

#### ARTICLE XXXIV NOTIFICATION TO THE UNION

The Borough will notify the Union, in writing, of all promotions, demotions, transfers, suspensions and discharges.

The Borough will notify the Union in writing prior to a layoff.

The Borough will provide the Union with an updated list of covered employees showing name, address, classification, Social Security Number and rate of pay.

The Borough will notify the Union of additions and deletions to the payroll of covered employees as they occur.

The Borough will notify the Union within one (1) week of any new hires.

#### ARTICLE XXXV INSPECTION PRIVILEGES

Provided prior notice is given to the Borough, authorized agents of the Union shall have access to the Borough's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Borough's working schedule.

## ARTICLE XXXVI GRIEVANCE PROCEDURE

A grievance is hereby defined to be any controversy, complaint, misunderstanding, or dispute.

Any Shop Steward shall be permitted time to investigate and adjust the grievance of any employee after notification to the supervisor. Employees shall have the right to have the Union representative present during discussion of any grievance with representatives of the Borough.

Any grievance arising between the Borough and the Union or any employee(s) represented by the Union shall be settled in the following manner:

Step 1 The aggrieved employee or employees must present the grievance to the First Line Supervisor thru the Shop Steward within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred except that no time limit shall apply in case of violation of wage provisions of the Agreement. If a satisfactory settlement is not reached with the First Line Supervisor within three (3) working days, the grievance may be appealed to Step 2.

Step 2 The Union Business Representative shall then take the matter up with the Borough Administrator or his designee. A decision must be made within five (5) working days.

Step 3 If no satisfactory settlement can be agreed upon the matter may be referred to the New Jersey State Board of Mediation for arbitration. After the Board submits a list of

Arbitrators to the Union and the Borough, they shall reply with their preferred selection no later than five (5) working days after receipt of such list.

The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability.

A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and employees involved.

The expense of the Arbitrator selected or appointed shall be borne equally by the Borough and the Union.

The Local Union, or its representatives shall have the right to examine the time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance,.

The procedures set forth herein may be invoked only by an authorized representative of the Borough and the Union.

If the Borough fails to comply with the award of the Arbitrator or with the procedures of this Article, the Union has a right to take all legal actions to enforce compliances.

#### ARTICLE XXXVII MANAGEMENT RIGHTS

The Borough shall retain all rights of management resulting from ownership or pertaining to its operation, except as such rights are limited or modified by the provisions of this Agreement.

#### ARTICLE XXXVIII SEPARABILITY AND SAVING CLAUSE

If any Article or Section of this Agreement or any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements and Riders thereof or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt or written notice of the desired amendments by either the Borough or the Union for the purpose of arriving at a mutually satisfactory replacement for such Articles or Section during the period of invalidity or restraint.

If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

#### ARTICLE XXXIX FULLY BARGAINED PROVISION

During the course of collective negotiations, each party has been free to propose and negotiate with regard to all appropriate subjects which it might have desired to place before the other for consideration. This Agreement incorporates all rights and obligations assumed by each party and granted through process, and it is specifically recognized that since both parties hereto are desirous of stabilizing their relationship by an executed document for a specific duration, for the duration, neither side shall be obligated to enter into further negotiations regarding any matter not specifically designated by clear and express language within this Agreement.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not parties at the time they negotiated or signed this Agreement, except as may be otherwise determined by the Public Relations Commission.

#### ARTICLE XL MISUSE OF BOROUGH PROPERTY

Any use of Borough equipment for personal or for hire shall make an employee subject to discipline.

In the event a union member is involved in an accident which results in the damage to Borough property a full

investigation will be conducted. In the event of a finding of negligence, an employee is subject to discipline.

Any employee found with any alcoholic beverages or controlled substances in their possession during working hours shall be subject to discipline.

#### ARTICLE XLI OTHER CONDITIONS

##### MANNING:

A. When snow plowing or sanding two (2) men on truck if practical.

B. Sewer Jet - Three (3) men on job.

The wages shall be retro-active to January 1, 1989.

#### ARTICLE XLII NO STRIKE - NO LOCKOUT

The parties agree to settle any differences through the grievance and arbitration procedure; therefore, the union agrees that it will not call a strike or any other action interrupting the Employer's business, and the Employer agrees that it will not lock out its employees during the term of this agreement.

#### ARTICLE XLIII TERMINATION CLAUSE

This Agreement shall be in full force and effect from January 1, 1989 to and including December 31, 1992 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of termination.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 30th of September to be effective January 1, 1989.

BOROUGH OF NEW PROVIDENCE

TEAMSTERS LOCAL 866, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

By Kurt W. Smith

By Walter B. Brady

By \_\_\_\_\_

By William Barclay

By Richard W. Wadsworth

By \_\_\_\_\_

LETTER OF UNDERSTANDING

It is understood that in the event the Borough creates a Foreman position, such position will be included in the bargaining unit. It is also understood that the Assistant Foreman position is included in the bargaining unit.

BOROUGH OF NEW PROVIDENCE

By Harold White

By Wendi Barry

By \_\_\_\_\_

TEAMSTERS LOCAL 866

By William Barclay

By Robert Woodard

By \_\_\_\_\_

Schedule "A"

POSITION CLASSIFICATIONS

Senior Technical Assistant

Road Personnel

Equipment/Sweeper Operator

Chief Mechanic

Mechanic

\*Foreman - Currently Not Active

Assistant Foreman - Streets and Roads Division

Assistant Foreman - Building and Grounds Division

Assistant Plant Operator

Second Plant Operator

Third Plant Operator

Building Custodian - Day Shift

Building Custodian - Night Shift

Grounds Maintenance Personnel

- \* Position shown at request of Union.  
Borough does not imply by listing it has  
any intention to create.

## Schedule B

BOROUGH OF NEW PROVIDENCE  
1991 SALARY SCALE  
LOCAL 866 PERSONNEL

POSITION	MINIMUM	B	C	D	E	MAXIMUM
SENIOR TECHNICAL ASST	29,056	30,334	31,673	33,058	34,510	36,028
ROAD PERSONNEL	23,288	24,361	25,606	26,844	28,144	29,496
EQUIPMENT OPERATOR	24,467	28,719	26,679	27,864	29,062	30,341
CHIEF MECHANIC	29,303	30,601	31,932	33,375	34,810	36,262
MECHANIC	25,094	26,199	27,364	28,563	29,815	31,127
ASST FOREMAN - STS & RDS	27,936	29,133	30,428	31,786	33,184	34,623
ASST FOREMAN - BLDG & GRDS	27,936	29,133	30,428	31,786	33,184	34,623
ASST PLANT OPERATOR	29,303	30,601	31,932	33,351	34,810	36,362
SECOND PLANT OPERATOR	25,799	26,938	28,123	29,355	30,647	31,999
THIRD PLANT OPERATOR	24,467	25,539	26,679	27,864	29,062	30,341
BUILDING CUSTODIAN DAY SHIFT	23,288	24,362	25,606	26,844	28,144	29,496
BUILDING CUSTODIAN NIGHT SHIFT	23,808	24,882	26,126	27,364	28,664	30,016
GROUNDS MAINT PERSONNEL	23,288	24,361	25,606	26,844	28,144	29,496

BOROUGH OF NEW PROVIDENCE  
1992 SALARY SCALE  
LOCAL 866 PERSONNEL

POSITION	MINIMUM	B	C	D	E	MAXIMUM
SENIOR TECHNICAL ASST	30,799	32,154	33,573	35,041	36,580	38,190
ROAD PERSONNEL	24,685	25,823	27,142	28,455	29,832	31,265
EQUIPMENT OPERATOR	25,935	30,442	28,279	29,536	30,806	32,162
CHIEF MECHANIC	31,061	32,437	33,848	35,377	36,898	38,543
MECHANIC	26,599	27,771	29,005	30,277	31,604	32,995
ASST FOREMAN - STS & ROS	29,613	30,881	32,254	33,693	35,175	36,700
ASST FOREMAN - BLDG & GRDS	29,613	30,881	32,254	33,693	35,175	36,700
ASST PLANT OPERATOR	31,061	32,437	33,848	35,352	36,898	38,543
SECOND PLANT OPERATOR	27,347	28,555	29,811	31,116	32,486	33,919
THIRD PLANT OPERATOR	25,935	27,071	28,279	29,536	30,806	32,162
BUILDING CUSTODIAN DAY SHIFT	24,685	25,824	27,142	28,455	29,832	31,265
BUILDING CUSTODIAN NIGHT SHIFT	25,205	26,344	27,662	28,975	30,352	31,785
GROUNDS MAINT PERSONNEL	24,685	25,823	27,142	28,455	29,832	31,265

## Schedule B

BOROUGH OF NEW PROVIDENCE  
1989 SALARY SCALE  
LOCAL 866 PERSONNEL

POSITION	MINIMUM	B	C	D	E	MAXIMUM
SENIOR TECHNICAL ASST	25,860	26,997	28,189	29,421	30,714	32,065
ROAD PERSONNEL	20,726	21,681	22,789	23,891	25,048	26,251
EQUIPMENT OPERATOR	21,776	25,560	23,744	24,799	25,865	27,004
CHIEF MECHANIC	26,079	27,235	28,420	29,703	30,981	32,362
MECHANIC	22,333	23,317	24,354	25,421	26,535	27,703
ASST FOREMAN - STS & RDS	24,863	25,929	27,081	28,289	29,534	30,814
ASST FOREMAN - BLOS & GROS	24,863	25,929	27,081	28,289	29,534	30,814
ASST PLANT OPERATOR	26,079	27,235	28,420	29,682	30,981	32,362
SECOND PLANT OPERATOR	22,961	23,975	25,030	26,126	27,276	28,479
THIRD PLANT OPERATOR	21,776	22,730	23,744	24,799	25,865	27,004
BUILDING CUSTODIAN DAY SHIFT	20,726	21,682	22,789	23,891	25,048	26,251
BUILDING CUSTODIAN NIGHT SHIFT	21,246	22,202	23,309	24,411	25,568	26,771
GROUNDS MAINT PERSONNEL	20,726	21,681	22,789	23,891	25,048	26,251

BOROUGH OF NEW PROVIDENCE  
1990 SALARY SCALE  
LOCAL 866 PERSONNEL

POSITION	MINIMUM	B	C	D	E	MAXIMUM
SENIOR TECHNICAL ASST	27,411	28,617	29,880	31,187	32,556	33,989
ROAD PERSONNEL	21,970	22,982	24,156	25,325	26,551	27,826
EQUIPMENT OPERATOR	23,082	27,093	25,169	26,287	27,417	28,624
CHIEF MECHANIC	27,644	28,869	30,125	31,486	32,839	34,304
MECHANIC	23,673	24,716	25,815	26,946	28,127	29,365
ASST FOREMAN - STS & RDS	26,355	27,484	28,706	29,987	31,306	32,663
ASST FOREMAN - BLOS & GROS	26,355	27,484	28,706	29,987	31,306	32,663
ASST PLANT OPERATOR	27,644	28,869	30,125	31,463	32,839	34,304
SECOND PLANT OPERATOR	24,338	25,414	26,532	27,693	28,912	30,188
THIRD PLANT OPERATOR	23,082	24,093	25,169	26,287	27,417	28,624
BUILDING CUSTODIAN DAY SHIFT	21,970	22,983	24,156	25,325	26,551	27,826
BUILDING CUSTODIAN NIGHT SHIFT	22,490	23,503	24,676	25,845	27,071	28,346
GROUNDS MAINT PERSONNEL	21,970	22,982	24,156	25,325	26,551	27,826